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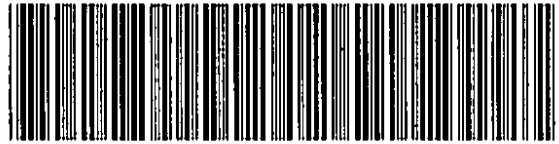
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## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** PBIEC Estates Association, Inc.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Daniel S. Rosenbaum, Esq.  
\_\_\_\_\_  
Name (Printed or typed)

250 S. Australian Avenue, 5th Floor  
\_\_\_\_\_  
Address

West Palm Beach, FL 33401  
\_\_\_\_\_  
City, State & Zip

561-653-2900  
\_\_\_\_\_  
Daytime Telephone number

drosenbaum@rosenbaumpllc.com  
\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

**NOTE:** Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION  
OF  
PBIEC ESTATES ASSOCIATION, INC.**

The undersigned by these Articles of Incorporation associates himself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and certifies as follows:

**ARTICLE I**

The name of the corporation shall be PBIEC Estates Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

Whenever these Articles of Incorporation refer to the "Property", it shall mean all property which is subject to the Declaration of Covenants, Restrictions, Easements and Conditions of PBIEC Estates (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida, as amended from time to time. Capitalized terms not defined in these Articles shall have the same meaning as defined or set forth in the Declaration.

**ARTICLE II**

The Association is organized for the following purposes:

2.1 To provide for the maintenance and care of the Common Area or Common Property (as defined in the Declaration), and to provide for such other services as may be required or desired by the Association and which are within the purposes and powers of the Association as set forth in the Declaration and/or these Articles of Incorporation.

2.2 To enforce through appropriate legal means, the Declaration, these Articles and the Bylaws and any Rules and Regulations of the Association, including, without limitation, the Architectural Guidelines (as defined in the Declaration).

2.3 To engage in such other activities as may be to the mutual benefit of the owners of Lots within the Property, including, but not limited to, the levying, enforcement, and collection of dues and assessments.

**ARTICLE III  
Powers**

The powers of the Association shall include and shall be governed by the following provisions:

3.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict

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with the terms of these Articles and the Declaration. Such powers shall include, without limitation, the powers granted or authorized by Chapter 617, Florida Statutes and Chapter 720, Florida Statutes, as amended or renumbered from time to time.

3.2 The Association shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration, these Articles and the Bylaws of the Association, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the aforesaid documents as amended from time to time, including, but not limited to, the following:

(a) To make and collect membership assessments or membership fees and/or Individual Assessments against members and to use the proceeds for the maintenance, construction, reconstruction and repair of the Common Area and Common Property, and, such other areas and purposes as may be provided within the Declaration.

(b) To fix, levy, collect and enforce payment by all lawful means, all charges or assessments; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Association or its property.

(c) To acquire, by gift, purchase, or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, grant easements upon, over or through, or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money and assign, pledge, or hypothecate any or all of its income and/or lien rights and personal property as security for money borrowed or debts incurred.

(e) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members pursuant to the provisions of the Declaration. No such dedication or transfer shall be effective unless approved in accordance with the provisions of the Declaration.

(f) To perform such other activities of the Association, which in the opinion of the Board of Directors, shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations.

(g) To use the proceeds of assessments in the exercise of its powers and duties.

(h) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and any Rules and Regulations adopted by the Association.

(i) To employ personnel and/or hire or retain contractors to perform the services required for the proper operation of the Association.

(j) To make and amend reasonable Rules and Regulations respecting the use and appearance of the Property, including the Lots and Common Area or Common Property.

3.3 The Association shall make no distribution of income to its members, directors or officers.

3.4 All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

3.5 The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Bylaws.

3.6 The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other Articles of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumeration of purposes elsewhere in these Articles.

#### **ARTICLE IV**

##### **Members**

4.1 The Association shall have two classes of Membership. Every Owner of a Lot, except Declarant, shall be a Class A Member of the Association, provided, however, upon the termination of the Class B membership on the Turnover Date the Declarant shall be a Class A Member of the Association with respect to each Lot owned by the Declarant. Class A membership shall be appurtenant to and may not be separate from ownership of any Lot. Declarant shall be the Class B Member of the Association as set forth in the Declaration.

4.2 Change of Class A membership in the Association shall be established by the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a Lot and shall be evidenced by delivery to the Association of a certified copy of such instrument. The Class A membership of the prior owner shall be terminated as of the date of execution of such deed or other instrument.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner by such Member except upon transfer of his Lot.

4.4 The Association shall have two classes of voting membership.

Class A. The Class A Members shall be entitled to vote as a Member of the Association, such vote equal to one (1) vote for each Lot owned by such Class A Member.

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event multiple Owners of a Lot cannot agree on the manner the vote for such Lot shall be cast on any issue, no vote shall be counted for such Lot for such issue. In the event a Lot is owned by a corporation, or limited liability company, any officer thereof may cast the vote for such Lot and in the event a Lot is owned by a partnership, any general partner thereof may cast the vote for the Lot. In the event a Lot is owned by a trust, any trustee thereof may cast the vote for the Lot. In the event the authorized representatives for any Lot cannot agree on how to cast the vote for such Lot on any issue, no vote shall be counted for such Lot for such issue.

Class B. The Class B Member shall be entitled to one (1) vote attributable to each Lot it owns, plus two (2) votes for each Class A vote from time to time existing in Members other than Declarant. The Class B membership shall cease on the Turnover Date (as defined in the Declaration).

## **ARTICLE V**

### **Transfer of Control of the Association**

Declarant shall transfer control of the Association to Members other than the Declarant (such that the Members other than the Declarant shall be entitled to elect a majority of the members of the Board of Directors) upon the earliest to occur of the following events:

- (a) Subject to applicable law in effect as of the date the Declaration is recorded, three (3) months after ninety percent (90%) of all of the Lots in all phases of the community that will ultimately be subject to the Declaration have been conveyed to Class A Members; or
- (b) Thirty (30) days after the Declarant elects to terminate the Class B Membership;  
or
- (c) Such other date determined by the Declarant in its sole and absolute discretion.

Notwithstanding the above provisions, in no event shall the Turnover Date be more than twenty (20) years from the date of recordation of the Declaration.

## **ARTICLE VI Directors**

6.1 The affairs of the Association will initially be managed by a Board of Directors consisting of three (3) Directors elected or appointed by the Class B Member and after the Turnover Date shall consist of the number of Directors as determined by the Bylaws which Directors shall be elected in the manner set forth in the Bylaws.

6.2 Subsequent to the Turnover Date Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors elected or appointed by the Class B Member may only be removed or replaced by the Declarant, and after the Turnover Date Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The names and addresses of the initial Directors are: Mark F. Bellissimo, 14440 Pierson Road, Wellington, FL 33414; Roger Smith, 14440 Pierson Road, Wellington, FL 33414; and Michael Stone, 14440 Pierson Road, Wellington, FL 33414.

## **ARTICLE VII Officers**

The affairs of the Association shall be administered by officers elected by the Board of Directors pursuant to the provisions of the Bylaws, which officers shall serve at the pleasure of the Board of Directors.

## **ARTICLE VIII Indemnification**

To the greatest extent allowed by law, every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he becomes involved, by reason of his being or having been a Director or officer or committee member of the Association, or any settlement thereof, whether or not he is a Director or officer or committee member at the time such expenses are incurred, except in such cases wherein the Director or officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer or committee member may be entitled.

## **ARTICLE IX Bylaws**

The first Bylaws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the Bylaws.

## **ARTICLE X Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Prior to the Turnover Date the Declarant or Class B Member or Board of Directors may amend these Articles of Incorporation without the consent or approval of any Member, Owner, Institutional Mortgagee or other party, person or entity unless otherwise provided by applicable law. Notwithstanding the foregoing, the Declarant shall not amend these Articles in a manner that would unreasonably interfere with or impair the use or development of a Lot permitted by applicable law. Subsequent to the Turnover Date, a resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided.

(a) Subsequent to the Turnover Date such approvals must be by not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the total eligible voting interests of the membership of the Association. Such membership approval may also be obtained by written consent in lieu of a meeting. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 Provided, however, that no amendment subsequent to the Turnover Date shall make any changes in the qualifications for membership nor the voting rights or share of common expenses of members, without the approval in writing by all members and the joinder of all record owners of mortgages upon Lots or the improvements thereon.

10.3 A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

## **ARTICLE XI Term**

The existence of the Association shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the Members of the Association to insure that adequate provision has been made for the continued maintenance or satisfactory disposition of the assets of the Association. Upon

dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated, granted, conveyed or assigned to an appropriate public agency to be used for purposes similar to those for which this Association was created or to a non-profit corporation, association, trust or other organization to be devoted to similar purposes.

## **ARTICLE XII**

### **Transactions in which Directors or Officers are Interested**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction. Any contract or transaction described in this Article XII is also subject to all requirements and provisions of applicable law including, without limitation, Section 720.3033(2), Florida Statutes, as applicable and amended or renumbered from time to time.

## **ARTICLE XIII**

### **Dissolution of the Association**

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Chapter 617, Florida Statutes or Statute of similar import, and approved by three-fourths (3/4) of the voting rights of the Association's members.

**ARTICLE XIV  
Subscribers**

The name and address of the incorporator of the Articles of Incorporation is as follows:

Daniel S. Rosenbaum  
Rosenbaum PLLC  
250 Australian Ave., South  
Suite 500  
West Palm Beach, FL 33401

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CLERK OF DISTRICT COURT  
PALM BEACH, FLORIDA

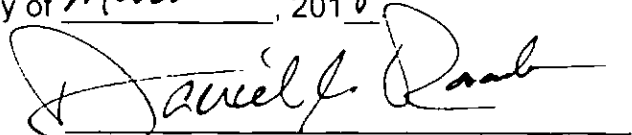
**ARTICLE XV  
Registered Agent**

The initial registered agent for the corporation is Rosenbaum PLLC and the street address of the initial registered office is 250 Australian Ave., South, Suite 500, West Palm Beach, FL provided, however, that the registered agent and registered office may be changed from time to time by the Board of Directors.

**ARTICLE XVI  
Initial Principal Office and Mailing Address of the Association**

The street address of the initial principal office of the Association and the initial mailing address of the Association shall be 14440 Pierson Road, Wellington, FL 33414.

IN WITNESS WHEREOF, the undersigned subscriber/incorporator has executed these Articles of Incorporation this 15 day of March, 2018.



DANIEL S. ROSENBAUM  
Incorporator

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me this 15 day of March, 2018, by DANIEL S. ROSENBAUM, ESQ., as Incorporator of PBIEC ESTATES ASSOCIATION, INC., on behalf of the Association, and he is personally known to me or has produced as identification and did take an oath.

Rhonda Vanover Ugowski  
Notary Name: Rhonda Vanover Ugowski

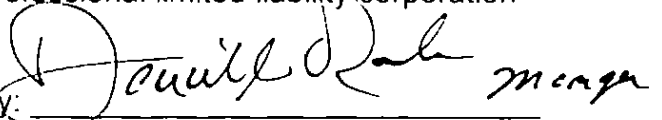


RHONDA VANOVER UGOWSKI  
MY COMMISSION # GG 098396  
EXPIRES: May 15, 2021  
Bonded Thru Budget Notary Services

Acceptance of Designation as Registered Agent

I hereby accept appointment as Registered Agent of PBIEC Estates Association, Inc. as provided in Article XV hereof.

ROSENBAUM PLLC, a Florida  
professional limited liability corporation

By:   
Daniel S. Rosenbaum, as Manager